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**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEVADA**

CARLOS EFRAIN LEONEL GARCIA, an individual, and LORRAINE BELT, an individual, on behalf of all those similarly situated,

Plaintiff,

vs.

AUTOVEST, LLC, a foreign limited liability company;

Defendant.

Civil Action No. 2:16-cv-00601-JAD-CWH

**ORDER GRANTING FINAL APPROVAL AND MOTION FOR ATTORNEYS' FEES**

This hearing for Final Approval came before the Court based upon the parties' Joint Motion for Preliminary Approval of Class Action Settlement, Approving Notice, and Scheduling Final Approval Hearing, filed February 6, 2017 ("Joint Motion"), which was modified on June 23, 2017 ("Amendment"), and Plaintiff's Motion for Attorney's Fees, filed herein on September 5, 2017. No party or member of the Class opposes the relief now sought. Based on the written submissions and evidence presented in connection with the Motion, the Court placed the complete findings and conclusions on the record, which include the following:

**IT IS HEREBY DETERMINED AND ORDERED THAT:**

1. The settlement in the Class Action Settlement Agreement and Amendment to Class Action Settlement Agreement (the "Agreement"), a copy of which is attached to the Joint Motion and Amendment, respectively, and incorporated herein by reference, is hereby approved as fair, reasonable, adequate, proper, and in the best interests of the Class.

1           2.       The Court hereby certifies the following Class solely for the purposes of settlement:  
2 All persons who were sued by Autovest in Nevada between March 17, 2015 and the date of entry  
3 of a Final Judgment in this case for the deficiency balance owed under a Simple Interest Vehicle  
4 Contract and Security Agreement (“Contract(s)”) more than 4 years after the date of the last  
5 voluntary payment made under the Contracts and where the Contracts were secured by a lien on a  
6 motor vehicle. Excluded from this definition are individuals who filed for bankruptcy and whose  
7 debts under the Contracts were discharged, and individuals who already executed a release of any  
8 such claims against Autovest.  
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10           3.       Within the Class, the Court certifies two subclasses, again solely for the purposes  
11 of settlement: a “Judgment Subclass” and a “Non-Judgment Subclass.” The Judgment Subclass is  
12 comprised of Class Members against whom Autovest obtained a judgment before the future date  
13 of entry of a Final Judgment in this case. The “Non-Judgment Subclass” is comprised of Class  
14 Members against whom Autovest had not taken a judgment as of the future date of entry of Final  
15 Judgment in this case.  
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17           4.       The named Plaintiffs, Carlos Garcia and Lorraine Belt, are appointed as the  
18 representatives of the Class.  
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20           5.       Counsel to the named Plaintiffs, Mitch D. Gliner, Daniel A. Edelman, Dan L.  
21 Wulz, and Sophia A. Medina are appointed as Class Counsel.  
22

23           6.       As there are no objections on file and no one appeared at the hearing to object, the  
24 Terms of Settlement set forth in the Agreement is hereby approved. The Court approves the  
25 provisions of the Agreement making the settlement and its release of claims binding on all Class  
26 Members, whether or not they actually received notice of the Action or its settlement.  
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